

REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

SETTLEMENT AGREEMENT
ADMINISTRATIVE CIVIL LIABILITY COMPLAINT NO. R5-2006-0513

THE COUNTY OF TUOLUMNE AND THE COUNTY OF TUOLUMNE DEPARTMENT OF
PUBLIC WORKS DIVISION OF SOLID WASTE
JAMESTOWN MUNICIPAL SOLID WASTE LANDFILL FACILITY
TUOLUMNE COUNTY

The Executive Officer of the Regional Water Quality Control Board, Central Valley Region, (Regional Board), and Tuolumne County (Discharger) hereby agree to this Settlement Agreement (Agreement) of Administrative Civil Liability (ACL) Complaint No. R5-2006-0513, dated 25 July 2006.

1. This Agreement is entered into by the Executive Officer and the Discharger to resolve by consent and without further administrative proceedings certain alleged violations of the California Water Code (CWC) and Cease and Desist (CDO) No. R5-2004-0030.
2. The Executive Officer agrees that full compliance with this Agreement constitutes settlement of ACL Complaint No. R5-2006-0513. ACL Complaint No. R5-2006-0513 alleges that Tuolumne County failed to submit the final construction documentation by the deadline stipulated in the CDO. ACL Complaint No. R5-2006-0513 proposed a liability in the amount of \$50,000.
3. Tuolumne County has proposed to settle this matter.
4. The Executive Officer and the Discharger believe that settlement of this matter is in the best interest of the people of the State. Therefore, in settlement of ACL Complaint No. R5-2006-0513, the Discharger agrees to comply with the terms and conditions of this Agreement.
5. The Discharger agrees to pay \$25,000 to the *State Water Resources Control Board Cleanup and Abatement Account (C&A Account)* within **10 days** of the date of this Agreement. An additional civil liability in the amount of \$25,000 shall be held in abeyance pending completion of the following tasks in accordance with the following timeline:
 - The *Final Closure Report* (report) shall be submitted to the Regional Board no later than **1 February 2008**, in compliance with Section 20324(d) of Title 27 CCR for the reengineered final cover of the Jamestown Landfill.
6. In consideration of the Discharger's compliance with this Agreement, the Executive Officer agrees not to initiate any other administrative or judicial enforcement actions against the Discharger for the violations alleged in ACL Complaint No. R5-2006-0513. In consideration of the Executive Officer's settlement of ACL Complaint No. R5-2006-0513, the Discharger agrees to toll any applicable statute of limitations.

7. Compliance with this Agreement will be measured by the timely submittal of the \$25,000 and the timely completion of the tasks cited in Item No. 21 above. If the Discharger fails to fully comply with this Agreement at any time, then **within 30 days of the demand of the Executive Officer**, the Discharger shall submit payment of the remaining \$25,000, which is the suspended portion of the Complaint. In addition, the Regional Board may take any administrative or judicial enforcement actions available, including reissuance of a complaint for administrative civil liability for the suspended portion of the ACL proposed in ACL Complaint No. R5-2005-0513.
8. The Executive Officer has the authority to settle this matter in accordance with Water Code Section 13323 and Government Code Section 11415.60.
9. The Discharger has been informed of the rights provided by Water Code section 13323, subdivision (b), and hereby waives its right to a hearing before the California Regional Water Quality Control Board, Central Valley Region.
10. The Discharger understands that payment in accordance with this Agreement is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged in the Complaint may subject it to further enforcement, including additional civil liability.
11. This Agreement is severable; should any provision be found invalid the remainder shall remain in full force and effect.
12. This Agreement may be executed in counterpart.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers on the dates set forth, and this Agreement is effective as of 15 September 2006.

California Regional Water Quality Control Board
Central Valley Region:

By: _____
PAMELA C. CREEDON, Executive Officer

Date: _____

Discharger:

By: _____
Mr. Craig Pedro, Tuolumne County, Chief Administrator Officer

Date: _____